

**COPYRIGHT ROYALTY JUDGES
The Library of Congress**

In re

**DISTRIBUTION OF 2010, 2011, 2012, and
2013 Satellite Royalty Funds**

**CONSOLIDATED PROCEEDING
Docket No. 14-CRB-0011-SD (2010-13)**

JOINT MOTION FOR ENTRY OF PROTECTIVE ORDER

The Program Suppliers represented by the Motion Picture Association of America (“MPAA”), the Joint Sports Claimants (“JSC”), the Broadcaster Claimants Group (“BCG”), the Music Claimants,¹ Settling Devotional Claimants (“SDC”), Multigroup Claimants (“MC”), Spanish Language Producers (“SLP”), Arena Football One, LLC (“AFL”), Major League Soccer (“MLS”), and Professional Bull Riders (collectively, the “Parties”) jointly request that the Judges adopt a protective order to govern the treatment of confidential materials exchanged in discovery in the above-referenced case. The Parties have agreed on the contents of a proposed order (“Proposed Order”), which is attached as Exhibit A to this joint motion.

The reasons for entry of a protective order in complex cases involving sensitive and proprietary business information are well established. The Copyright Royalty Judges (“Judges”) have previously used protective orders as a means for allowing parties to “include information in their Direct or Rebuttal Cases that requires confidential treatment” and to “facilitate and expedite the handling of certain discovery . . . between any party and nonparty from whom information and/or documents have been requested (“Producing Party”) and any party who would receive such information and/or discovery documents (“Reviewing Party”).” *Protective Order, In the*

¹ The Music Claimants include Broadcast Music, Inc. (“BMI”), the American Society of Composers, Authors, and Publishers (“ASCAP”), and SESAC, Inc. (“SESAC”).

Matter of Mechanical and Digital Phonorecord Delivery Rate Adjustment Proceeding, Docket No. 2006-3 CRB DPRA (the “DPRA Proceeding”) (August 13, 2007).

All Parties in this proceeding agree that a protective order is necessary to restrict access to certain confidential and proprietary information. In an attempt to eliminate any potential dispute over the language of the protective order and to facilitate expedited entry, the attached proposed order closely tracks the protective order entered by the Judges in the 1999-2009 Satellite Royalty Distribution Proceeding. *Protective Order*, Docket No. 2012-7 CRB SD 1999-2009 (Phase II) (July 1, 2014) (“1999-2009 Order”) (attached as Exhibit B).

The Parties request expedited entry of the Proposed Order in order to facilitate the production of documents contemplated by the Judges’ March 14, 2016 Order For Further Proceedings.

Respectfully submitted,

PROGRAM SUPPLIERS

Lucy Holmes Plovnick

Gregory O. Glaniran
DC Bar No. 455784
Lucy Holmes Plovnick
DC Bar No. 488752
Alesha M. Dominique
DC Bar No. 990311
MITCHELL SILBERBERG & KNUPP LLP
1818 N Street NW, 8th Floor
Washington, DC 20036
Telephone: (202) 355-7917
Facsimile: (202) 355-7887
goo@msk.com
lhp@msk.com
amd@msk.com

JOINT SPORTS CLAIMANTS

Robert Alan Garrett/LHP

Robert Alan Garrett
DC Bar No. 239681
M. Sean Laane
DC Bar No. 422267
Michael Kientzle
DC Bar No. 1008361
ARNOLD & PORTER LLP
555 Twelfth Street, NW
Washington, DC 20004-1206
Telephone: (202) 942-5000
Fax: (202) 942-5999
Robert.Garrett@aporter.com
Sean.Laane@aporter.com
Michael.Kientzle@aporter.com

**COMMERCIAL TELEVISION
CLAIMANTS**

BROADCASTER CLAIMANTS GROUP

John I. Stewart/LHP

John I. Stewart, Jr.
DC Bar No. 913905
Ann Mace
DC Bar No. 980845
CROWELL & MORING LLP
1001 Pennsylvania Ave., NW
Washington, DC 20004-2595
Telephone: (202) 624-2685
Fax: (202) 628-5116
jstewart@crowell.com

MUSIC CLAIMANTS

AMERICAN SOCIETY OF COMPOSERS, BROADCAST MUSIC, INC.
AUTHORS AND PUBLISHERS

Samuel Mosenkis /LHP
Samuel Mosenkis
N.Y. Bar No. 2628915
Jackson Wagener
N.Y. Bar. No. 4555819
ASCAP
One Lincoln Plaza
New York, NY 10023
Telephone: (212) 621-6450
Fax: (212) 787-1381
smosenkis@ascap.com

Joseph J. DiMona /LHP
Joseph J. DiMona
DC Bar No. 412159
BROADCAST MUSIC, INC.
7 World Trade Center
250 Greenwich Street
New York, NY 10007-0030
Telephone: (212) 220-3149
Fax: (212) 220-4447
jdimona@bmi.com

Michael J. Remington /LHP
Michael J. Remington
DC Bar No. 344127
Jeffrey J. Lopez
DC Bar No. 453052
Jennifer T. Criss
DC Bar No. 981982
DRINKER BIDDLE & REATH LLP
1500 K Street, NW – Suite 1100
Washington, DC 20005
Telephone: (202) 842-8800
Fax: (202) 842-8465
michael.remington@dbr.com

SESAC, INC.

John C. Beiter /LHP
John C. Beiter
TN Bar No. 12564
Shackelford, Bowen, Zumwalt & Hayes
47 Music Square East
Nashville, TN 37203
Phone: (615).256.7200
Fax: (615).256.7106
Email: jbeiter@shacklaw.net

Christos P. Badavas /LHP
Christos P. Badavas
NY Bar No. 2673838
SESAC
152 West 57th Street
57th Floor
New York, NY 10019
Phone: (212) 586-3450
cbadavas@sesac.com

SETTLING DEVOTIONAL CLAIMANTS

Clifford M. Harrington / ~~LLP~~

Clifford M. Harrington
DC Bar No. 218107
PILLSBURY WINTHROP SHAW
PITTMAN LLP
1200 Seventeenth Street, NW
Washington, DC 20036
Telephone: (202) 663-8525
Fax: (202) 663-8007
clifford.harrington@pillsburylaw.com

Arnold P. Lutzker / ~~LLP~~

Arnold P. Lutzker
DC Bar No. 101816
LUTZKER & LUTZKER LLP
1233 20th Street, NW, Suite 703
Washington, DC 20036
Telephone: (202) 408-7600
Fax: (202) 408-7677
arnie@lutzker.com

PROFESSIONAL BULL RIDERS

Arnold P. Lutzker / ~~LLP~~

Arnold P. Lutzker
DC Bar No. 101816
LUTZKER & LUTZKER LLP
1233 20th Street, NW, Suite 703
Washington, DC 20036
Telephone: (202) 408-7600
Fax: (202) 408-7677
arnie@lutzker.com

MULTIGROUP CLAIMANTS SPANISH LANGUAGE PRODUCERS

Brian D. Boydston / ~~LLP~~

Brian D. Boydston
CA Bar No. 155614
PICK & BOYDSTON LLP
10786 Le Conte Ave.
Los Angeles, CA 90024
brianb@ix.netcom.com

ARENA FOOTBALL ONE, LLC
MAJOR LEAGUE SOCCER, LLC

Edward S. Hammerman / *ESH*

Edward S. Hammerman

DC Bar No. 460506

HAMMERMAN, PLLC

5335 Wisconsin Avenue, NW

Washington, DC 20015

ted@copyrightroyalties.com

Dated: March 21, 2016

EXHIBIT A

**COPYRIGHT ROYALTY JUDGES
The Library of Congress**

In re

**DISTRIBUTION OF 2010, 2011, 2012, and
2013 Satellite Royalty Funds**

**CONSOLIDATED PROCEEDING
Docket No. 14-CRB-0011-SD (2010-13)**

[PROPOSED] PROTECTIVE ORDER

I. The Parties

As of March 14, 2016, the participants in the captioned proceeding were: the Program Suppliers represented by the Motion Picture Association of America (“MPAA”), the Joint Sports Claimants (“JSC”), the Broadcaster Claimants Group (“BCG”), the Music Claimants,¹ Settling Devotional Claimants (“SDC”), Multigroup Claimants (“MC”), Spanish Language Producers (“SLP”), Arena Football One, LLC (“AFL”), Major League Soccer (“MLS”), and Professional Bull Riders. The Copyright Royalty Judges (Judges) hereby grant the Joint Motion for Entry of a Protective Order filed by these participants on March 21, 2016. This Protective Order pertains to the captioned proceeding and binds the above-named participants.

II. Authority

The Judges reiterate a strong presumption in favor of the public interest access to the records of the subject proceeding. Section 803(c)(5) of the Copyright Act nonetheless authorizes the Judges to issue protective orders “as may be appropriate to protect confidential information....” 17 U.S.C. § 803(c)(5). In prior proceedings, the Judges have issued protective orders to facilitate and expedite discovery in both rate determination and distribution proceedings².

III. Protected Material

The Act does not define “confidential” information, but in prior proceedings the participants have proposed orders that describe the protectable information to include proprietary or confidential business information, in any form or format, the disclosure of which would damage the producing party, grant unfair advantage to the receiving party, or inhibit the ability of the producing party to obtain like information in the future. The Judges have also issued protective orders that, by their terms, encompass materials subject to any extant protective order binding the producing party.

¹ The Music Claimants include Broadcast Music, Inc. (“BMI”), the American Society of Composers, Authors, and Publishers (“ASCAP”), and SESAC, Inc. (“SESAC”).

² See, e.g., Protective Order, Docket No. 2012-7 CRB SD 1999-2009 (Phase II) (July 1, 2014) (satellite royalty distribution); Protective Order, Docket No. 2006-3 CRB DRPA (Aug. 13, 2007) (“mechanical” rate adjustment).

The parties agree in this proceeding, as they have in prior proceedings, to exempt from the requirements of this protective order any document or information that :

- (1) May be found in the public records of the Copyright Royalty Board, the Copyright Office, or any other federal or state governmental agency;
- (2) Was, is, or during the pendency of the subject proceeding becomes, legitimately, public information; and
- (3) Contains an aggregate of quantitative information derived from protected materials, so long as the aggregate information does not and cannot be manipulated to reveal the underlying protected material.

IV. Protective Measures

A. Production

Any party producing documents or information to another party or other parties in this proceeding (“Producing Party”) shall meet the following requirements.

- (1) The Producing Party is responsible for marking with a conspicuous label of **“RESTRICTED — Subject to Protective Order in Docket No. 14-CRB-0011-SD (2010-13)”** all material that the Producing Party in good faith asserts is protected by this order (such material hereinafter defined as “Restricted”). The Producing Party shall mark Restricted portions with highlights or brackets, marking information to the narrowest extent possible to achieve the goal of maintaining confidentiality.
- (2) The Producing Party shall deliver with all Restricted materials an affidavit or declaration signed under penalty of perjury listing all materials marked with the “Restricted” stamp and the basis for the designation.

B. Receipt

Any party receiving documents or information from another party or other parties in this proceeding (“Receiving Party”) shall guard and maintain the confidentiality of all Restricted materials. The Receiving Party, by and through counsel of record in this proceeding, shall execute and abide by a Non-Disclosure Certificate, substantially in the form attached to this order as “Exhibit A.” Before revealing the Restricted materials to any other entity, the Receiving Party shall obtain from, an authorized representative of the entity it intends to provide access to the Restricted materials, a Confidentiality Agreement in like form. The Receiving Party shall limit access to the Restricted materials to:

- (1) Counsel of record in this proceeding for the Receiving Party, including staff required by involvement in this proceeding to view the Restricted materials;
- (2) Principals or counsel of any party in this proceeding represented by the Receiving Party and employees of the same, to the extent required by their respective positions

and duties to view the Restricted materials to assist in the Receiving Party's presentation to the Judges;

- (3) Litigation support contractors, including consulting experts, that the party and counsel of record deem necessary for the sole purpose of assisting with this proceeding; and
- (4) Outside independent experts necessary for preparation of evidence for this proceeding.

C. Use of Restricted Materials

The Receiving Party may use Restricted material, plainly marked in accordance with this Protective Order and filed under seal, in any portion of this proceeding, up to and including examination of witnesses at any hearing, closing argument, and proposed findings and conclusions.

When a participant refers to sealed, Restricted materials in any filings with the Judges, the participant is required to file the Restricted material under seal and to file suitably redacted papers for inclusion in the Judges' public record. Any entity filing redacted and sealed papers must also file a "redaction log" containing for every item claimed as Restricted: *i*) identification of the document or other source by title, page number, and Producing Party; *ii*) the basis or bases for the redaction; and *iii*) a description of the redacted material sufficient to permit any receiving or reviewing party to challenge the material's designation as "Restricted."

Within 21 days after the conclusion of this proceeding³, the Receiving Party of any Restricted materials, shall return to the Producing Party all materials including any additional copies, notes, or records in any form reflecting the contents of Restricted materials. In the alternative, the Receiving Party may destroy all Restricted materials, and additional copies, notes, and records in any form reflecting the contents of the Restricted materials and must tender to counsel for the Producing Party an affidavit or declaration under penalty of perjury verifying that all Restricted materials, copies, notes, and records are destroyed, *except* counsel for the Receiving Party may, in the interest of a complete record, retain one copy of the Restricted materials in their original form for archive purposes only. The archive materials shall be maintained as confidential records, subject to the terms of this protective order.

D. Objections to the Designation of Restricted Materials

In the event a Receiving Party wishes to disclose Restricted materials to any person to whom disclosure is not authorized by this Protective Order, or wishes to object to the designation of certain information or materials as Restricted, such Receiving Party shall first serve written notice of such proposed disclosure or objection upon counsel for the Producing Party identifying with particularity each of such Restricted materials. Negotiations shall then be undertaken by

³ The conclusion of this proceeding shall occur at the resolution of all available appeals or, if no party files an appeal, at the running of the time for noting an appeal.

counsel for the Producing Party and the Receiving Party in order to resolve disputes as to such disclosure or the validity of the claim to protection. If a Producing Party declines to acquiesce in such disclosure or to agree that the information should not be classified as Restricted materials, it shall notify the Receiving Party in writing of that position and the reasons therefore within three (3) business days of receipt of the Receiving Party's written notice. A Receiving Party may then move the Judges either for modification of this Protective Order, a determination that the material in issue should not be considered Protected Materials, or for such other ruling as is appropriate. The Receiving Party shall serve counsel for the Producing Party and all other parties to this proceeding with a copy of such motion. Unless otherwise ordered, the Producing Party shall have five (5) business days after receipt of such motion to file an opposition to the motion, and the Receiving Party shall have four (4) business days after receipt of such motion to file a reply to the Producing Party's opposition.. Oppositions and replies shall be served on all parties to this proceeding. The Producing Party shall bear the burden of justifying the limitation it seeks to impose.

V. Failure to Comply

The Judges may sanction violations of this protective order as they deem appropriate, to the fullest extent permitted by law, including exclusion of evidence obtained, developed, or handled in any way contrary to the requirements in this protective order.

VI.

Based upon the foregoing agreements of the parties, the Judges adopt the definition of "confidential information" subject to the terms of this protective order as detailed in part III above. The Judges hereby ORDER compliance with part IV of this order and endorse the sanctions described in part V.

SO ORDERED.

DATED: March ___, 2016

Suzanne M. Barnett
Chief Copyright Royalty Judge

EXHIBIT A

**COPYRIGHT ROYALTY JUDGES
The Library of Congress**

In re

**DISTRIBUTION OF 2010, 2011, 2012, and
2013 Satellite Royalty Funds**

**CONSOLIDATED PROCEEDING
Docket No. 14-CRB-0011-SD (2010-13)**

NON-DISCLOSURE CERTIFICATE

I certify that

1. I understand that certain Restricted materials provided to me in connection with the captioned proceeding are subject to the terms and restrictions of the Protective Order entered on March ____, 2016;
2. I have received and read the Protective Order and I have no unanswered questions regarding the content or implications of the Protective Order;
3. I and any firm designated below qualify under the Protective Order to have access to Restricted materials;
4. I and any firm designated below agree to be bound by the Protective Order;
5. I understand that I shall not disclose or use the contents of the Restricted materials, and any notes, memoranda, or any other form of information reflecting the contents of the Restricted materials, other than in accordance with the terms of the Protective Order;
6. When informed by counsel for my client, I shall return or destroy any Restricted materials as provided by the Protective Order; and
7. I understand that a violation of this certificate constitutes a violation of an order of the Copyright Royalty Judges.

I represent that I am authorized to represent and sign on behalf of any "Organization" that is identified below and to bind agents and employees of the Organization to the terms of the Protective Order.

Date: _____

PRINT NAME
Title: _____
Organization: _____

EXHIBIT B

COPYRIGHT ROYALTY JUDGES

The Library of Congress

In re

**DISTRIBUTION OF 1999-2009 Satellite
Royalty Funds**

**DOCKET NO. 2012-7 CRB SD 1999-2009
(Phase II)**

PROTECTIVE ORDER

I. The Parties

As of May 8, 2014, the remaining participants in the captioned proceeding were: the Joint Sports Claimants (JSC), the Settling Devotional Claimants (SDC), the Program Suppliers represented by the Motion Picture Association of America (MPAA), and Worldwide Subsidy Group LLC dba Independent Producers Group (IPG). The Copyright Royalty Judges (Judges) hereby grant the Joint Motion for Entry of a Protective Order filed by the remaining participants on June 5, 2014. This Protective Order pertains to the captioned proceeding and binds the above-named participants.

II. Authority

The Judges reiterate a strong presumption in favor of the public interest access to the records of the subject proceeding. Section 803(c)(5) of the Copyright Act nonetheless authorizes the Judges to issue protective orders “as may be appropriate to protect confidential information....” 17 U.S.C. § 803(c)(5). In prior proceedings, the Judges have issued protective orders to facilitate and expedite discovery in both rate determination and distribution proceedings.¹

III. Protected Material

The Act does not define “confidential” information, but in prior proceedings the participants have proposed orders that describe the protectable information to include proprietary or confidential business information, in any form or format, the disclosure of which would damage the producing party, grant unfair advantage to the receiving party, or inhibit the ability of the producing party to obtain like information in the future. The Judges have also issued protective orders that, by their terms, encompass materials subject to any extant protective order binding the producing party.

The parties agree in this proceeding, as they have in prior proceedings, to exempt from the requirements of this protective order any document or information that :

¹ See, e.g., Protective Order, Docket No. 2008-2 CRB CD 2000-2003 (Phase II) (Jul. 10, 2012) (cable royalty distribution); Protective Order, Docket No. 2006-3 CRB DRPA (Aug. 13, 2007) (“mechanical” rate adjustment).

- (1) May be found in the public records of the Copyright Royalty Board, the Copyright Office, or any other federal or state governmental agency;
- (2) Was, is, or during the pendency of the subject proceeding becomes, legitimately, public information; and
- (3) Contains an aggregate of quantitative information derived from protected materials, so long as no entity can manipulate the disclosed aggregate information in a way to reveal the source or context of the protected information.

IV. Protective Measures

A. Production

Any party producing documents or information to another party or other parties in this proceeding (“Producing Party”) shall meet the following requirements.

- (1) The Producing Party is responsible for marking with a conspicuous label of **“RESTRICTED — Subject to Protective Order in Docket No. 2012-7 CRB SD 1999-2009 (Phase II)”** all material that the Producing Party in good faith asserts is protected by this order (such material hereinafter defined as “Restricted”). The Producing Party shall mark Restricted portions with highlights or brackets, marking information to the narrowest extent possible to achieve the goal of maintaining confidentiality.
- (2) The Producing Party shall deliver with all Restricted materials an affidavit or declaration signed under penalty of perjury listing all materials marked with the “Restricted” stamp and the basis for the designation.

B. Receipt

Any party receiving documents or information from another party or other parties in this proceeding (“Receiving Party”) shall guard and maintain the confidentiality of all Restricted materials. The Receiving Party, by and through counsel of record in this proceeding, shall execute and abide by a Non-Disclosure Certificate, substantially in the form attached to this order as “Exhibit A.” Before revealing the Restricted materials to any other entity, the Receiving Party shall obtain from, an authorized representative of the entity it intends to provide access to the Restricted materials, a Confidentiality Agreement in like form. The Receiving Party shall limit access to the Restricted materials to:

- (1) Counsel of record in this proceeding for the Receiving Party, including staff required by involvement in this proceeding to view the Restricted materials;
- (2) Principals or counsel of any party or claimant in this proceeding represented by the Receiving Party and employees of the same, to the extent required by their respective positions and duties to view the Restricted materials to assist in the Receiving Party’s presentation to the Judges;

- (3) Litigation support contractors, including consulting experts, that the party and counsel of record deem necessary for the sole purpose of assisting with this proceeding; and
- (4) Outside independent experts necessary for preparation of evidence for this proceeding.

Notwithstanding the foregoing, the Receiving Party may disseminate the Restricted materials, and any information derived therefrom, only to a party acting on behalf of a Phase II participant in the same Phase II category as the Receiving Party and the Producing Party.

C. Use of Restricted Materials

The Receiving Party may use Restricted material, plainly marked in accordance with this Protective Order and filed under seal, in any portion of this proceeding, up to and including examination of witnesses at any hearing, closing argument, and proposed findings and conclusions.

When a participant refers to sealed, Restricted materials in any filings with the Judges, the participant is required to file the Restricted material under seal and to file suitably redacted papers for inclusion in the Judges' public record. Any entity filing redacted and sealed papers must also file a "redaction log" containing for every item claimed as Restricted: *i*) identification of the document or other source by title, page number, and Producing Party; *ii*) the basis or bases for the redaction; and *iii*) a description of the redacted material sufficient to permit any receiving or reviewing party to challenge the material's designation as "Restricted."

Within 21 days after the conclusion of this proceeding,² the Receiving Party of any Restricted materials, shall return to the Producing Party all materials including any additional copies, notes, or records in any form reflecting the contents of Restricted materials. In the alternative, the Receiving Party may destroy all Restricted materials, and additional copies, notes, and records in any form reflecting the contents of the Restricted materials and must tender to counsel for the Producing Party an affidavit or declaration under penalty of perjury verifying that all Restricted materials, copies, notes, and records are destroyed, *except* counsel for the Receiving Party may, in the interest of a complete record, retain one copy of the Restricted materials in their original form for archive purposes only. The archive materials shall be maintained as confidential records, subject to the terms of this protective order.

D. Objections to the Designation of Restricted Materials

In the event a Receiving Party wishes to disclose Restricted materials to any person to whom disclosure is not authorized by this Protective Order, or wishes to object to the designation of certain information or materials as Restricted, such Receiving Party shall first serve written notice of such proposed disclosure or objection upon counsel for the Producing Party identifying with particularity each of such Restricted materials. Negotiations shall then be undertaken by

² The conclusion of this proceeding shall occur at the resolution of all available appeals or, if no party files an appeal, at the running of the time for noting an appeal.

counsel for the Producing Party and the Receiving Party in order to resolve disputes as to such disclosure or the validity of the claim to protection. If a Producing Party declines to acquiesce in such disclosure or to agree that the information should not be classified as Restricted materials, it shall notify the Receiving Party in writing of that position and the reasons therefore within three (3) business days of receipt of the Receiving Party's written notice. A Receiving Party may then move the Judges either for modification of this Protective Order, a determination that the material in issue should not be considered Protected Materials, or for such other ruling as is appropriate. The Receiving Party shall serve counsel for the Producing Party and all other parties to this proceeding with a copy of such motion. Unless otherwise ordered, the Producing Party shall have five (5) business days after receipt of such motion to file an opposition to the motion, and the Receiving Party shall have four (4) business days after receipt of such motion to file a reply to the Producing Party's opposition. Oppositions and replies shall be served on all parties to this proceeding. The Producing Party shall bear the burden of justifying the limitation it seeks to impose.

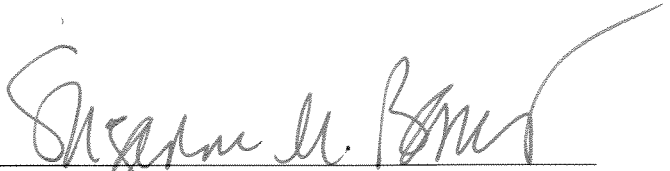
V. Failure to Comply

The Judges may sanction violations of this protective order as they deem appropriate, to the fullest extent permitted by law, including exclusion of evidence obtained, developed, or handled in any way contrary to the requirements in this protective order.

VI.

Based upon the foregoing agreements of the parties, the Judges adopt the definition of "confidential information" subject to the terms of this protective order as detailed in part III above. The Judges hereby ORDER compliance with part IV of this order and endorse the sanctions described in part V.

SO ORDERED.



Suzanne M. Barnett
Chief Copyright Royalty Judge

DATED: July 1, 2014

EXHIBIT A

**COPYRIGHT ROYALTY JUDGES
The Library of Congress**

In re

**DISTRIBUTION OF 1999-2009 Satellite
Royalty Funds**

**DOCKET NO. 2012-7 CRB SD 1999-2009
(Phase II)**

NON-DISCLOSURE CERTIFICATE

I certify that

1. I understand that certain Restricted materials provided to me in connection with the captioned proceeding are subject to the terms and restrictions of the Protective Order entered on July 1, 2014;
2. I have received and read the Protective Order and I have no unanswered questions regarding the content or implications of the Protective Order;
3. I and any firm designated below qualify under the Protective Order to have access to Restricted materials;
4. I and any firm designated below agree to be bound by the Protective Order;
5. I understand that I shall not disclose or use the contents of the Restricted materials, and any notes, memoranda, or any other form of information reflecting the contents of the Restricted materials, other than in accordance with the terms of the Protective Order;
6. When informed by counsel for my client, I shall return or destroy any Restricted materials as provided by the Protective Order; and
7. I understand that a violation of this certificate constitutes a violation of an order of the Copyright Royalty Judges.

I represent that I am authorized to represent and sign on behalf of any "Organization" that is identified below and to bind agents and employees of the Organization to the terms of the Protective Order.

Date: _____

PRINT NAME

Title: _____

Organization: _____